

Steven B. Feigenbaum (SF-1711)
LEVI LUBARSKY & FEIGENBAUM LLP
1185 Avenue of the Americas, 17th Floor
New York, New York 10036
(212) 308-6100
Attorneys for Plaintiffs
Houlihan, Lokey, Howard & Zukin, Inc. and
HLHZ Investments, LLC

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

HOULIHAN, LOKEY, HOWARD & ZUKIN, INC.
and HLHZ INVESTMENTS, LLC,

Case No. 07 CV 7030 (SHS)

Plaintiffs,

-against-

KENNETH A. WASIK,

Defendant.

AFFIDAVIT IN SUPPORT
OF MOTION FOR
SUMMARY JUDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

STEVEN B. FEIGENBAUM, being duly sworn, deposes and says:

1. I am a member of Levi Lubarsky & Feigenbaum LLP, attorneys for plaintiffs Houlihan, Lokey, Howard & Zukin, Inc. ("Houlihan") and HLHZ Investments, LLC ("HLHZ"). I submit this affidavit in support of plaintiffs' motion under Fed. R. Civ. P. 56 for summary judgment against defendant Kenneth A. Wasik ("Wasik") on plaintiffs' ninth cause of action, for failure to pay on certain promissory notes, and on part of plaintiffs' tenth cause of action, for attorneys' fees and other costs incurred in enforcing those notes.

2. Plaintiffs commenced this action on August 6, 2007 by filing a summons and complaint with the clerk of the Court. Wasik joined issue upon his filing of an answer, which he later amended. The amended answer was filed September 6, 2007. (The complaint and amended answer are annexed as Exhibits A and B, respectively, to the accompanying October 24, 2007 declaration of Christopher Crain, Houlihan's Senior Vice President, General Counsel.)

3. As of the time of this motion, the parties have exchanged documents and are on the verge of completing discovery relevant to Houlihan's claims for injunctive relief. Houlihan's application for a preliminary injunction is currently scheduled for oral argument on December 7, 2007.

4. Plaintiffs now seek summary judgment on their claims to collect on Wasik's promissory notes, and for their attorneys' fees and other costs incurred in enforcing the notes, because the claims are not subject to any legitimate issue of material fact, and no further discovery will create one. As explained in Mr. Crain's declaration, Wasik's sole affirmative defense to those claims -- that he tendered payment on the notes -- has already been shown to be invalid. Because Wasik's default on the notes is beyond dispute, there is no reason to delay enforcement of the notes.


STEVEN B. FEIGENBAUM

Sworn to before me this
24th day of October, 2007



Notary Public

WALTER E. SWEARINGEN

Notary Public, State of New York

No. 02SW5051830

Qualified in Suffolk County

Commission Expires Nov. 13, 2009

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